

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JANE DOE 1, individually and on behalf
of all others similarly situated,

v.

Case No. 1:16-cv-10877-TLL-PTM
Hon. Thomas L. Ludington

DÉJÀ VU SERVICES, INC., f/k/a
DÉJÀ VU CONSULTING, INC., a
Michigan Corporation; DV SAGINAW,
LLC., a Michigan Limited Liability
Company, d/b/a DÉJÀ VU SHOWGIRLS;
HARRY MOHNEY, an individual

Jointly and severally,

Defendants.

**STIPULATED ORDER EXTENDING TIME FOR DEFENDANTS
TO RESPOND TO PLAINTIFFS' COMPLAINT**

Whereas the parties, through their undersigned counsel, have agreed to extend the time Defendants Déjà Vu Services, Inc., DV Saginaw, LLC, d/b/a Déjà Vu Showgirls, and Harry Mohny shall have to answer or otherwise respond to Plaintiff's Complaint, and the Court being fully advised in the premises:

1. Plaintiff filed her complaint on March 10, 2016. Plaintiff claims that she was an exotic dancer who was misclassified as a non-employee and thereby not paid minimum wages as required by state and federal law.
2. Defendants executed waivers of service on April 20, 2016.
3. The parties are exploring whether this suit should proceed before this Court, whether it should proceed in arbitration, or whether the parties are able to resolve the matter.
4. In order to examine how the matter is to proceed or whether it may be resolved, the parties entered into a Stipulated Order Re Plaintiff's Identity, entered April 4, 2016 [Doc. 9] which permitted the parties to confidentially exchange Plaintiff Doe 1's identity.
5. On April 5, 2016, Defendant DV Saginaw provided Plaintiff with a copy of her "Dancer Performance Lease" agreement to perform at DV Saginaw. Defendants assert that the arbitration clause in the Dancer Performance Lease requires Doe 1 to resolve her disputes with Defendants via arbitration.
6. Defendant DV Saginaw has reviewed its records and provided Plaintiffs with a summary of the dates Doe 1 performed on the premises and certain fees Doe earned while performing. This was a substantial undertaking

to compile and spreadsheet this information for the three years prior.

Defendant DV Saginaw provided this information to Plaintiff on May 25, 2016.

7. Plaintiff reviewed the information and provided a demand to Defendants on June 24, 2016, including a damage calculation based upon the information provided by Defendants.

8. Defendants are currently reviewing Plaintiffs calculations and demand, and are preparing a response.

9. Due to the ongoing settlement potential, the parties stipulate that Defendants shall answer or otherwise respond to Plaintiff's Complaint on or before September 15, 2016.

10. In the event the parties are unable to resolve the matter and Plaintiffs do not consent to arbitration, Defendants intend to respond to the complaint by way of a motion to compel arbitration. Defendants will need an opportunity to draft such motion, but do not wish to incur the time and expense until it is clear the case cannot be resolved.

It is **ORDERED** that Defendants are granted an extension to respond to Plaintiffs' Complaint. Defendants' response to the Complaint is **due on or before September 15, 2016**.

Dated: August 5, 2016

s/Thomas L. Ludington

THOMAS L. LUDINGTON

United States District Judge

Stipulate to entry:

PITT, McGEHEE, PALMER &
RIVERS, P.C.

SHAFER & ASSOCIATES, P.C.

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PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on August 5, 2016.

s/Michael A. Sian
MICHAEL A. SIAN, Case Manager